

1897-010
Lee Co.

Chancery Causes: John Brown vs William Brown

CA-Debt

T-Property

Vir ginia,

In the Circuit Court of Lee County, ~~Vx~~

To the Hon. W. T. Miller, Judge of said Court:

-----Humbly complaining, your orator, John Brown, would respectfully represent and shew unto your Honor, that on the 18th day of January 1892, he was seized of, ~~and~~ ^{as} entitled to a good fee-simple estate in and to a certain tract of land lying and being in the said county of Lee, about two miles South of the L. & N. R. R., and about twenty-three miles West of Jonesville, estimated to contain about eighty-two and one half acres, which tract of land, your orator on the day aforesaid, sold and conveyed to William Brown in consideration of the sum of \$412.50, which the said William was to pay your orator for said land, a copy of the deed conveying said land is herewith filed ^{as part} ~~hereof~~ marked ~~xx~~ " Deed," and from an inspection of which it will be seen that your orator reserved his vendor's lien upon said land to secure ~~in~~ the payment of the purchase money therefor. The said William Brown ~~paid~~ paid a small portion of the purchase money, and on the ---day of August 1893, executed to your orator his note for the sum of \$362.72, being the balance ascertained to be due from him to your orator for said land. On this note there was afterwards credited, as of its date, the sum of \$28.22 on account of a mistake ~~xx~~ in the calculation of interest. Said note was to become due one day after date, and the balance of said note, after deducting said credit, is still due and owing to your orator, no part thereof ever having been paid. The said note has been lost or mislaid and can not now be found or produced by your orator. Your orator therefore files with this bill as part thereof marked " Affidavit" his affidavit as to the amount, date and loss of said note, and which he asks may be treated as supplying said note. Your orator will ~~XXXXXX~~ further represent and shew unto your honor that said William Brown has failed and refused and still fails and refuses to pay to him the amount of said note, or any part thereof. The object of this bill therefore is to compel the payment of said note, and to enforce your orator's vendor's lien against said land for the payment thereof. To this end your orator makes the said William Brown the party defendant to this bill, and asks that he be required to answer the same, but

not on oath that being waived; and on a hearing that said land or a ~~xx~~
sufficiency thereof be ~~said~~ decreed to be sold to pay your orator's
debt and the costs of this suit and expense of sale; and that your ~~xxx~~
Honor grant unto your orator such other further and general relief in
the premises as the nature of the case may require, or to equity shall
seem meet. And your orator will ever pray, etc.

Orr & Blankenship P.O.

(O + B)

John Brown
vs Bill in Chy.
Jm Brown

1897. 2nd Feby rules Spa 2nd
T D M

" 1st January Taken the last
Monday in Feby & I could
& Court set for hearing

+ including
To March Term 1897
C 4.39
L 1.50
S 50
attly 1500
\$21.67

John Brown, Plaintiff.

Against (In Chancery. (Decree # 1.

Wm. Brown, Defendant.

-----This cause came on this day to be heard upon the bill of the Plaintiff, exhibits filed therewith, process duly executed on the defendant, and was argued by counsel: And the parties having settled the matter between themselves since the institution of the suit, it is adjudged, ordered and decreed that the Plaintiff recover against the defendant his costs in this behalf expended, and the cause is stricken from the docket.

John Brown
vs { Decree final
Wm Brown.

Entered C.O.B. p 578.

Enter this decree.

W. M.

March 4 1897.

Virginia Lee County, To Wit:

I John Brown do solemnly swear, that on the
_____ day of August, ^{1893,} according to the best of my recollection, William R. Brown executed to me a note, under seal, for the sum of three hundred and sixty three dollars and seventy two cents, this note was executed to me for the balance of the purchase price of a tract of land sold by me to him. On this note there has been paid to me or rather credited on said note the sum of \$28.22, as of the same day the note was executed, for a mistake in the calculation of interest, said note was executed at one day after date, and the balance of it, after deducting the aforesaid credit, is still due and owing to me with its accumulated interest. And I do further swear that said note is lost or mislaid and cannot now be found by me. So help me God.

John Brown

I H.C.T. Richmond Jun. a Notary Public in and for Lee County in the state of Virginia, do certify that John Brown this day personally appeared before me, in my county aforesaid, and made oath that the facts stated in the foregoing affidavit, to which he has in my presence subscribed his name are true to the best of his knowledge and belief.

Given under my hand this the 4th day of February 1897.

H.C.T. Richmond Jr. N.P.

John Brown
vs { Affidavit as to lost
 { title.
 {
William Brown

Affidavit

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon

William Brown

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *3rd* Monday in *February*, 189*7*, to answer a
bill in Chancery, exhibited against *him* in our said court by

John Brown

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *5th* day of *February*, 189*7*, and in the
12 *1st* year of the Commonwealth.

A. B. Munsey Clerk.

John Brown

SUPREMA.

vs.

IN CHANCERY.

William Brown

Ort + B p. q.

To 2nd Feby Rules.

CIRCUIT COURT.

executed february
the 11. 97 By delivering
affidavit before the
William Brown
N D Jennings D.
for Mr P. Meade
S. G. C.